

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WASECA COUNTY

Employer

and

TEAMSTERS LOCAL NO. 320

Petitioner

Case 18-WH-23

ORDER TO SHOW CAUSE

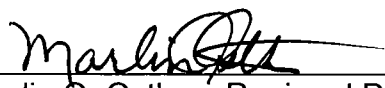
On January 14, 2011, Teamsters Local No. 320 filed a petition (a copy of which is attached) requesting a certification as a bona fide representative of certain employees of Waseca County (non-licensed essential employees) under Section 7(b) of the Fair Labor Standards Act of 1938. Having duly considered the matter,

IT IS HEREBY ORDERED that all parties¹ in interest show cause, in writing, if any there be, filed with the undersigned on or before close of business on February 11, 2011, why the Petitioner should not be certified as bona fide.

Signed at Minneapolis, Minnesota, on the 21st day of January, 2011.



Attachment


Marlin O. Osthus, Regional Director
National Labor Relations Board
Eighteenth Region
330 South Second Avenue, Suite 790
Minneapolis, MN 55401-2221

¹ A copy of this Order shall be posted in conspicuous places at the Employer's premises through February 11, 2011.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE UNDER
SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

The undersigned Petitioner, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, requests certification by the National Labor Relations Board as a bona fide representative of employees of the employer named below.

1. Petitioner Teamsters Local No. 320
(Name and affiliation, if any)

2. Employer Waseca County

3. Address of establishment 307 North State Street
Waseca, MN 56093

DO NOT WRITE IN THIS SPACE	
Case No. <u>18-</u>	W. H. <u>23</u>
Docketed <u>January 14, 2011</u>	

4. Industry Public Employees -- Sheriff's Office Dispatchers

5. Petitioner and Employer have (have not) entered into a collective bargaining agreement. (If so, attach copies.)

6. Petitioner has (has not) been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act. (If so, state number of case: _____)

7. The following known labor organizations claim to represent employees at the above establishment:

<u>3001 University Ave SE, Mpls MN 55414</u> (Name of labor organization)	<u>December 31, 2009</u> (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)

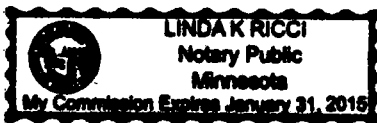
Subscribed and sworn to before me this
11 day of January, 2011
at 3001 University Avenue SE
Minneapolis MN 55414

By Greg Burnes, Business Agent
(Signature and title of petitioner's representative)

3001 University Ave SE, Mpls MN 55414
(Address)

612 378 8700
(Telephone number)

Linda K. Ricci
Notary Public



RECEIVED
NLRB REGIONAL



2012 JAN 14 PM 12:34

MINNEAPOLIS, MINN.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Waseca County

Employer

and

Case 18-WH-23

Teamsters Local No. 320

Petitioner

DATE OF MAILING: January 21, 2011

AFFIDAVIT OF SERVICE OF Order to Show Cause dated January 21, 2011, and Petition dated January 14, 2011

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the following persons, addressed to them at the following addresses:

Todd Bodem, County Administrator
Waseca County
307 North State Street
Waseca, MN 56093

Greg Burnes, Business Agent
Teamsters Local No. 320
3001 University Avenue S.E., Suite 500
Minneapolis, MN 55414

Subscribed and sworn to before me this 21st
day of January, 2011.

DESIGNATED AGENT

Carol M. Collins

NATIONAL LABOR RELATIONS BOARD

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE UNDER
SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

The undersigned Petitioner, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, requests certification by the National Labor Relations Board as a bona fide representative of employees of the employer named below.

1. Petitioner Teamsters Local No. 320
(Name and affiliation, if any)
2. Employer Waseca County
3. Address of establishment 307 North State Street
Waseca, MN 56093
4. Industry Public Employees -- Sheriff's Office Dispatchers
5. Petitioner and Employer have (have not) entered into a collective bargaining agreement. (If so, attach copies.)
6. Petitioner has (has not) been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act. (If so, state number of case: _____)
7. The following known labor organizations claim to represent employees at the above establishment:
- DO NOT WRITE IN THIS SPACE

Case No. 18- W. H. 23

Docketed January 14, 2011

3001 University Ave SE, Mpls MN 55414	December 31, 2009
(Name of labor organization)	(Contract expiration date, if any)
(Name of labor organization)	(Contract expiration date, if any)
(Name of labor organization)	(Contract expiration date, if any)

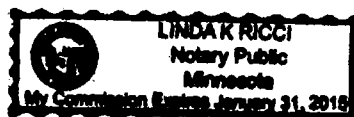
Subscribed and sworn to before me this
11 January, 2011
day of 19 ,
at 3001 University Avenue SE
Minneapolis MN 55414

By Greg Burnes, Business Agent
(Signature and title of petitioner's representative)

3001 University Ave SE, Mpls MN 55414
(Address)

612 378 8700
(Telephone number)

Linda K. Rivin
Notary Public





**United States Government
NATIONAL LABOR RELATIONS BOARD**
Region 18
Suite 790
330 South Second Avenue
Minneapolis, MN 55401-2221

Office: (612) 348-1757
Fax: (612) 348-1785
www.nlrb.gov

January 14, 2011

Todd Bodem, County Administrator
Waseca County
307 North State Street
Waseca, MN 56093

Re: WASECA COUNTY
Case 18-WH-23

Dear Mr. Bodem:

A Request for Certification of Representatives as Bona Fide Under Section 7(b) of the Fair Labor Standards Act of 1938 has been filed with this office requesting that the Petitioner named therein be certified by the National Labor Relations Board as a bona fide representative of employees of the Employer named therein. A copy of the Request is enclosed. Investigation of this matter has been assigned to the following staff member to whom all inquiries and correspondence should be directed:

Name: Deborah K. Rogers
Field Examiner

Telephone: (612)348-1769
E-mail: Deborah.Rogers@nlrb.gov

FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Office through the Agency's E-Filing system on its website: <http://www.nlrb.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.

Attention is called to your right, and the right of any party, to be represented by counsel or other representative in any proceeding before the National Labor Relations Board and the Courts. In the event you choose to have a representative appear on your behalf and/or if you wish to designate that representative as your agent for service of documents, have that representative complete the enclosed Form NLRB-4701 and forward it promptly to this office. If you desire to represent yourself, this form does not need to be completed.

January 14, 2011

To assist in completing the investigation, the parties are requested to submit within 48 hours the following, if it has not been previously submitted.

1. A copy of any current or recently expired collective bargaining agreement applicable to employees of the Employer at the subject establishment.
2. The names of any labor organization claiming to represent any employees of the Employer at the subject establishment.
3. Information as to whether any labor organization has been certified as the exclusive bargaining agent of the Employer's employees at the subject establishment, and if so, a copy of the certification.

If you have any questions, do not hesitate to communicate with the Board Agent named above. Your cooperation in this matter will be appreciated.

Very truly yours,



Marlin O. Osthus
Regional Director

MOO/cmc
Enclosures
cc:

Greg Burnes, Business Agent
Teamsters Local No. 320
3001 University Avenue S.E., Suite 500
Minneapolis, MN 55414

AFFIDAVIT OF SERVICE

CASE: WASECA COUNTY

CASE: 18-WH-23

FILED: 1/14/2011 FIELD EXAMINER: DKR

ATTORNEY: _____

Todd Bodem, County Administrator
Waseca County
307 North State Street
Waseca, MN 56093

Greg Burnes, Business Agent
Teamsters Local No. 320
3001 University Avenue S.E., Suite 500
Minneapolis, MN 55414

I CERTIFY THAT I SERVED THE ABOVE-REFERRED TO PETITION ON THE 14TH DAY OF
JANUARY, 2011 BY FIRST CLASS US MAIL AND/OR FACSIMILE, TOGETHER WITH
TRANSMITTAL LETTER, OF WHICH THIS IS A TRUE COPY.

Carol M. Collins
(Designated Agent)

1-24 Red Baden's call. He seemed
confused by what this is (though
he had sent letter indicating
he is in support of it). Explained
it to him. Told him I already
had info requested in letter.
Told him he'd be getting an
Order to Show Cause, which
he should post.

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WASECA COUNTY

Employer

and

TEAMSTERS LOCAL NO. 320

Petitioner

Case 18-WH-23

ORDER TO SHOW CAUSE

On January 14, 2011, Teamsters Local No. 320 filed a petition (a copy of which is attached) requesting a certification as a bona fide representative of certain employees of Waseca County (non-licensed essential employees) under Section 7(b) of the Fair Labor Standards Act of 1938. Having duly considered the matter,

IT IS HEREBY ORDERED that all parties¹ in interest show cause, in writing, if any there be, filed with the undersigned on or before close of business on February 11, 2011, why the Petitioner should not be certified as bona fide.

Signed at Minneapolis, Minnesota, on the 21st day of January, 2011.



Attachment

Marlin O. Osthus, Regional Director
National Labor Relations Board
Eighteenth Region
330 South Second Avenue, Suite 790
Minneapolis, MN 55401-2221

¹ A copy of this Order shall be posted in conspicuous places at the Employer's premises through February 11, 2011.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE UNDER
SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

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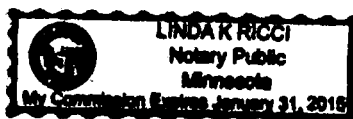
1. Petitioner Teamsters Local No. 320
(Name and affiliation, if any)
2. Employer Waseca County
3. Address of establishment 307 North State Street
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<u>3001 University Ave SE, Mpls MN 55414</u> (Name of labor organization)	<u>December 31, 2009</u> (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)

Subscribed and sworn to before me this
11 day of January, 2011
at 3001 University Avenue SE
Minneapolis MN 55414

By Greg Burnes, Business Agent
(Signature and title of petitioner's representative)
3001 University Ave SE, Mpls MN 55414
(Address)
612 378 8700
(Telephone number)

Linda K. Ricci
Notary Public



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Wobeca
~~WRIGHT~~ COUNTY
Employer
and
TEAMSTERS LOCAL NO. 320
Petitioner

23
Case 18-WH-22

*Petition
needs to
be attached*

ORDER TO SHOW CAUSE

On January 13, 2011, Teamsters Local No. 320 filed a petition (a copy of which is attached) requesting a certification as a bona fide representative of certain employees of *Wobeca* ~~Wright~~ County (non-licensed essential employees) under Section 7(b) of the Fair Labor Standards Act of 1938. Having duly considered the matter,

IT IS HEREBY ORDERED that all parties¹ in interest show cause, in writing, if any there be, filed with the undersigned on or before close of business on February 8, 11 2011, why the Petitioner should not be certified as bona fide.

Signed at Minneapolis, Minnesota, on the ~~14~~¹¹th day of January, 2011.



Attachment

Marlin O. Osthus, Regional Director
National Labor Relations Board
Eighteenth Region
330 South Second Avenue, Suite 790
Minneapolis, MN 55401-2221

¹ A copy of this Order shall be posted in conspicuous places at the Employer's premises through February 8, 2011.

[Handwritten signature/initials]

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Waseca County

and

Teamsters Local No. 320

Employer

Petitioner

Case 18-WH-23

DATE OF MAILING: January 21, 2011

AFFIDAVIT OF SERVICE OF Order to Show Cause dated January 21, 2011, and Petition dated January 14, 2011

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Waseca County
307 North State Street
Waseca, MN 56093

Greg Burnes, Business Agent
Teamsters Local No. 320
3001 University Avenue S.E., Suite 500
Minneapolis, MN 55414

**Subscribed and sworn to before me this 21st
day of January, 2011.**

DESIGNATED AGENT
/s/ Carol M. Collins

NATIONAL LABOR RELATIONS BOARD

1-14 Called Buono. Left msg. That I wanted to talk to him about what the unit is in this case

1-19 Called Buono. Left detailed msg concerning unit - 1988 car is essential unit, 1995 servers units into licensed and non-licensed. K seems to be non-licensed but refers back to 1988 car, not 1995. Told him I needed to verify unit or we can't process petition.

1-20 Called Buono. Asked receptionist if he has been out in his car all from returning my calls (he's not in now). She suggested I leave a msg. for Sue Martin, which I did.

Buono called back. He's not sure why the K refers to 1988 or just what happened, but he said the unit is non-licensed seasonal (which is dishwashers & gailers)

Cont of Rep -

1980-1988

May 25 1988 -

All essential employees
(those in differentials
b/w licensed or non-
licensed)

Dec 18 1995 Certification
of experience -

divided into 2 units
essential licensed
and essential non-
licensed -

2007 - K says it is
non-licensed essential
on cover -

Cont provision in K says -
essential non-licensed -
b.b. refers to 1988



MINNESOTA TEAMSTERS PUBLIC & LAW ENFORCEMENT EMPLOYEES' UNION, LOCAL NO. 320



AFFILIATED WITH
International Brotherhood of Teamsters

Susan E. Mauren
Secretary-Treasurer

Joanne Derby
President

Brian Aldes
Vice President

Sami Gabriel
Recording Secretary

Marty Lamb
Trustee

Richard Wheeler
Trustee

Alston Dutchin
Trustee

January 6, 2011

Mr. Marlin O. Osthus
Regional Director
National Labor Relations Board
330 Second Ave S, Suite 790
Minneapolis Mn 55401-2221

RE: Request for Certification under Section 7(B)(2) of Fair Labor Standards Act

Dear Mr. Osthus:

I am writing to petition for a certification of government employees for the purpose of Section 7(B)(2) of the Fair Labor Standards Act (FLSA).

The employees requesting certification are 911 Dispatchers for the County of Waseca, Waseca, Minnesota 56093. These employees are members of the Minnesota Teamsters Local No. 320. These employees meet the qualifications for certification as set forth in 7(B)(2) for 52 weeks/2,080 hours work period.

1. This Agreement is within the Collective Bargaining Agreement (CBA) which I have attached for your review.
2. Minnesota Teamsters Local #320 is certified as bona fide by the National Labor Board (NLRB).
3. Overtime is paid for all hours over 12 in a work day. Article 13 of the CBA.
4. Overtime is to be paid for all hours worked over 56 in the seven day period.
5. Employees will not work over 2,240 hours in a 52-week period.
6. Employees are guaranteed 1,840 hours of work per year at the normal number of hours per week, worked over 46 weeks as per CBA Article 12.1 employees work 2,080 in a 52 week period.

Mr. Marlin Osthus. NLRB
January 6, 2011

Page 2

Thank you for your consideration of this request. It is our understanding that once your office has reviewed this request, it will be forwarded to the NLRB in Washington, DC. Thank you for your assistance and, please, do not hesitate to contact me with any questions or concerns regarding this request.

Respectfully yours,

TEAMSTERS LOCAL #320

A handwritten signature in black ink, appearing to be 'GB' followed by a long horizontal stroke.

GREG BURNES
Business Agent

GB/mmt
opeiu#12
Enc.
WasecaJail/Disp\GenCorr\MOsthus,NLRB

RECEIVED
HLRB REGION 12

2011 JAN 14 PM 12:34

MINNEAPOLIS, MINN.

[Handwritten signature]

C. THE 7(b) WORK PERIOD (1040/2080)

A somewhat obscure section of the FLSA allows employers to adopt 26 or 52 week work periods under certain circumstances. Under the 26 week period plan, employees may work no more than 1040 hours in a 26 week period.⁶ Under the 52 week period plan, employees may work no more than 2240 hours in a 52 week period.⁷

In order to avail oneself of the 7(b) work period, the employer must be party to a collective bargaining agreement with a labor organization certified as bona fide by the National Labor Relations Board (NLRB). Although the NLRB does not have jurisdiction over public entities, or public sector labor relations, DOL issued a letter ruling indicating the NLRB may issue certifications to public entities for purposes of establishing a 7(b) agreement.⁸ DOL states:

We have been advised by the NLRB that it has the authority to process petitions from labor organizations of government employees seeking certification as bona fide for purposes of sections 7(b)(1) and 7(b)(2) of FLSA. Petitions for such certification should be filed in an appropriate NLRB Regional Office where they will be processed and forwarded to the Board in Washington, D.C. Such certification can be a relatively routine matter, initiated by a letter of request to the Board.⁹

Specific requirements for the 1040 and 2080 plans follow.

1. The 26 Week / 1040 Hours Work Period

Requirements for this plan are:

- a. The agreement must be contained within a collective bargaining agreement or memorandum of understanding;
- b. The labor organization must be certified as bona fide by the NLRB;
- c. Overtime must be paid for all hours worked over 12 in a day;
- d. Overtime must be paid for all hours worked over 56 in a seven day period; and
- e. The employee must not work over 1040 hours in a 26 week period.

When calculating whether overtime is owed on the 12 hour per day, or 56 hour per week standard, the employee is entitled to the amount of overtime that yields the greatest benefit to the employee.¹⁰

2. The 52 Week / 2080 Hours Work Period

Requirements for this plan are:

- a. The agreement must be contained within a collective bargaining agreement or memorandum of understanding;
- b. The labor organization must be certified as bona fide by the NLRB;
- c. Overtime must be paid for all hours worked over 12 in a day;
- d. Overtime must be paid for all hours worked over 56 in a seven day period;
- e. The employee must not work over 2240 hours in a 52 week period;

- f. The employee must be guaranteed a minimum 1840 hours of work per year, at the normal number of hours per week, worked over 46 weeks; and
- g. When calculating whether overtime is owed on the 12 hour per day, or 56 hour per week standard, the employee is entitled to the amount of overtime that yields the greatest benefit to the employee.¹¹

D. THE 7(j) HOSPITAL WORK PERIOD

1. Introduction to the 7(j) Work Period

A special work period is available for the purposes of calculating overtime owed to employees working in "hospitals or an establishment which is ... primarily engaged in care of the sick, the aged, or the mentally ill or defective, who reside on the premises...."¹² The 7(j) period allows for the calculation of overtime based on hours worked over 80 in a 14-day period, provided that overtime is also paid based on hours worked over eight a day.

2. Requirements for a 7(j) Period

The 7(j) period has the following criteria:

- ▶ There must be an agreement or understanding between the employees and the employer¹³;
- ▶ The beginning and end of the 14-day period must be documented;
- ▶ Overtime must be paid for all hours worked either (a) more than 80 hours in the 14-day period; or (b) more than eight hours in a day¹⁴; and
- ▶ The employee must work in an institution that meets the requirements of the FLSA. Institutions that should qualify include: city, county and state hospitals, city, county and state mental institutions and nursing homes.¹⁵ The institution must provide residential care in order to qualify.¹⁶

LCF PRACTICE ADVISOR:

Employers should audit their work schedules to determine whether a 7(j) work schedule makes sense. If employees work over eight hours in a day, then it might be more economical simply to use the standard 7 day, 40 hour per week work period.

**COMMUNICATIONS WITH REGIONAL, SUBREGIONAL AND RESIDENT OFFICES
AND BOARD AGENTS BY E-MAIL**

E-MAIL COMMUNICATIONS: To encourage and facilitate the exchange of case handling information between the parties or their representatives and Board agents, individual Board agents' E-mail addresses will be made available to the parties. We encourage parties and/ or their representatives to provide the Regional, Subregional or Resident Office with their E-mail addresses. E-mail communications with a represented party generally will be through the party's attorney or other representative. If an outside party and/or its representative provides its E-mail address, Board agents will accept and send E-mail messages to arrange appointments, schedule witnesses and exchange other case-relevant information. Please note that a Board agent may be unable to access E-mails when he/she is away from the Regional office. If a party and/or its representative requests that communications not be sent by E-mail, Board agents will honor such request after receipt of the request in the Regional, Subregional or Resident Office.

E-MAIL DOCUMENTS: E-mails that contain a substantive discussion of the merits of a case, whether or not it contains attachments, are considered to be documents and must be submitted to the official E-mail box of the appropriate Regional, Subregional or Resident Office. The E-mail address for this office is:

Region18@nlrb.gov

The following are examples of documents that may be sent by E-mail to a Regional, Subregional or Resident Office:

Position Statements
Notices of Appearance
Requests for an Extension of Time For Filing
Of Documents Due to be Filed With
a Regional Director or Hearing Officer
Excelsior Lists
Observer Designations
Requests To Proceed
Withdrawal Requests
Disclaimers of Interests

Documents should be in a "read only" format that ensures that the attachment may not be modified or altered. Because documents sent to a Regional, Subregional or Resident Office by E-mail may, on occasion, not be received by that office either because of an incorrect E-mail address, computer viruses or other technical problems, a hard copy of a document submitted to a Regional, Subregional or Resident Office by E-mail must always also be mailed or faxed to that office.

ATTACHMENTS: The NLRB utilizes the Microsoft Office suite of software. An attachment to an E-mail message sent to a Regional, Subregional or Resident Office must be in an electronic format that may be opened, read and printed by that office. Microsoft WORD documents must bear the suffix ".doc"; other documents must be named in a fashion to permit their recognition by the Microsoft suite of software, e.g., ".ppt" (PowerPoint) or ".xls" (Excel). The responsibility for the receipt and usability of a document rests exclusively upon the sender.

W.C.S.O.

Waseca County



Sheriff
Timothy J. Dann

PHONE: (507) 835-0500

FAX: (507) 835-0678

P.O. 226 122 3rd Ave NW.
Waseca, MN 56093

July 6, 2010

Mr. Marlin O. Osthus, Regional Director
National Labor Relations Board
330 2nd Avenue S, Suite 790
Minneapolis, MN 55401-2221

RE: NLRB CERTIFICATION FOR WASECA JAIL/DISPATCH UNIT

Dear Mr. Osthus:

The Waseca County Jail/Dispatch of Waseca, Minnesota is in full agreement with Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320's effort to obtain a certification for our Jail/Dispatchers under section 7(B) (2) of the Fair Labor Standards Act.

In reviewing the Collective Bargaining Agreement between the Teamsters and Waseca County, we feel that we are in compliance with all requirements needed to receive this certification.

Sincerely,

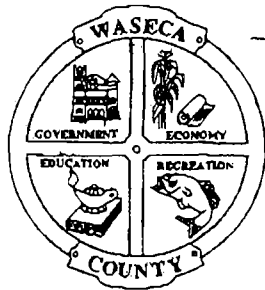
WASECA COUNTY

TODD BODEM
County Administrator

RECEIVED
NLRB REGIONAL

2011 JUN 14 PM 12:36

MINNEAPOLIS, MINN.

**TODD S. BODEM***County Administrator*

Waseca County Courthouse
307 North State Street
Waseca, MN 56093
Phone: (507) 835-0630
Fax: (507) 835-0633
todd.bodem@co.waseca.mn.us
www.co.waseca.mn.us

November 24, 2010

Mr. Marlin Osthus
Regional Director
National Labor Relations Board
330 Second Ave S., Suite 790
Minneapolis, MN 55401-2221

Dear Mr. Osthus.

I sent a letter to you regarding dispatch certification in the spring of 2010. In case you are not aware, Waseca County is in full agreement with Teamsters 320's effort to obtain a certification for our 911 Dispatchers under section 7 (B) (2) of the Fair Labor Standards Act

In reviewing the Collective Bargaining agreement between Waseca County and the Teamsters we feel that we are in compliance with all requirements needed to receive this certification.

Regards,

A handwritten signature in cursive script that reads 'Todd Bodem'.

Todd Bodem
Waseca County Administrator

"An Equal Opportunity Employer"

TO: Bruce Boyce, Budget Personnel Director BMS CASE NO. 88-PR-2570
County of Waseca
Waseca County Courthouse
Waseca, Minnesota 56093

MARCH 17, 1988

MAINTENANCE OF STATUS QUO

A petition requesting certification as exclusive representative for collective bargaining purposes was filed with the Bureau of Mediation Services on March 15, 1988 by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, Minneapolis, Minnesota. The petition raises questions as to the representation of the following described employee group:

All essential employees employed by the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential employees.

This Order is issued to preserve existing conditions and promote a free and fair environment for the resolution of this question of representation. This Order is applicable to all employees within the above described employee group. It shall remain in full force and effect until an investigation and/or hearing has been conducted and the matter is disposed of by a determination issued by the Director of the Bureau of Mediation Services.

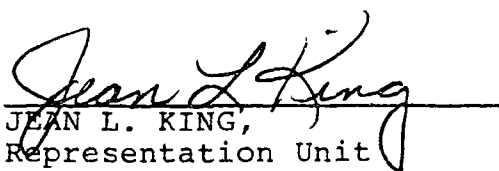
ORDER

1. Wages, hours and all existing conditions of employment of the employees shall not be changed as of the date of this Order.
2. Negotiations shall not be carried on.
3. Threats or promises as to changes in wages, hours and conditions of employment are prohibited.
4. Employees shall not be questioned by the employer with respect to membership in a labor organization.
5. Employees shall not be discriminated against as a result of the filing of the petition.

This Order shall not conflict with provisions of an existing labor-management contract or applicable law.

STATE OF MINNESOTA
BUREAU OF MEDIATION SERVICES

PAUL W. GOLDBERG, COMMISSIONER

BY: 
JEAN L. KING,
Representation Unit

PWG:JLK:jj
cc: Lowell D. Lynch
Phillip Finkelstein



BUREAU OF MEDIATION SERVICES

State of Minnesota

IN THE MATTER OF A PETITION FOR
INVESTIGATION AND DETERMINATION
OF PUBLIC EMPLOYEES' APPROPRIATE
UNIT AND EXCLUSIVE REPRESENTATIVE:

MARCH 17, 1988

Minnesota Teamsters Public and Law Enforcement Employees Union,
Local No. 320, Minneapolis, Minnesota

- and -

County of Waseca, Waseca, Minnesota

- and -

Law Enforcement Labor Services, Inc., Bloomington, Minnesota

BMS CASE NO. 88-PR-2570

NOTICE OF HEARING

A public hearing will be conducted by the State of Minnesota, Bureau of Mediation Services, in the above-entitled matter in accordance with the Public Employment Labor Relations Act. A copy of the petition is attached. The hearing will be held:

DATE: Monday, March 28, 1988

TIME: 2:00 p.m.

PLACE: Waseca County Courthouse
Waseca, Minnesota

All parties are requested to present to the Hearing Officer at the hearing any current contract, correspondence, or such other documentation that may be pertinent to this matter.

The petitioning employee organization has submitted authorization cards of a 30% or more showing of interest for the employees in the unit requested. Any organization wishing to intervene shall be required to make the same showing of interest through authorization cards to be submitted at the hearing.

NO AUTHORIZATION CARDS WILL BE ACCEPTED AFTER THE CLOSE OF THE HEARING.

THE EMPLOYER IS HEREBY ORDERED TO:

1. MAKE AND POST SUFFICIENT COPIES OF THIS NOTICE IN A CONSPICUOUS PLACE AT THE WORK LOCATION(S) OF THE EMPLOYEES INVOLVED.
2. PREPARE IN QUADRUPLICATE AND PRESENT TO THE HEARING OFFICER AT THE HEARING A LIST CONTAINING THE NAMES, EMPLOYMENT CLASSIFICATIONS, AND HOME MAILING ADDRESSES OF ALL ESSENTIAL EMPLOYEES EMPLOYED BY THE WASECA COUNTY SHERIFF'S DEPARTMENT, WASECA, MINNESOTA, WHO ARE PUBLIC EMPLOYEES WITHIN THE MEANING OF MINN. STAT. § 179A.03, SUBD. 14.

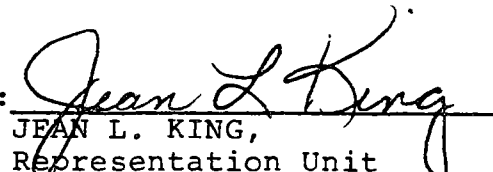
THE MAINTENANCE OF STATUS QUO ORDER ISSUED ON MARCH 17, 1988, SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES SHALL BE PREPARED TO ADDRESS THE QUESTIONS AS RAISED BY THE FILING OF THE PETITION.

STATE OF MINNESOTA
Bureau of Mediation Services

PAUL W. GOLDBERG,
Commissioner

BY:


JEAN L. KING,
Representation Unit

PWG:JLK:jj

cc: Lowell D. Lynch
Phillip Finkelstein
Bruce Boyce (2)
(Includes Posting)

PETITION FOR DETERMINATION OF APPROPRIATE UNIT
AND, OR, CERTIFICATION AS EXCLUSIVE REPRESENTATIVE
OF PUBLIC EMPLOYEES

Date Received	<u>3-15-88</u>
File Number	<u>88-2570-C</u>
Case Number	<u>88-PR-2570</u>

A question concerning the appropriate unit or recognition of certain public employees of governmental agency has arisen between the parties listed herein. The undersigned requests that the matter be fully investigated by the Bureau of Mediation Services and a determination be made under the Public Employment Labor Relations Act of 1971, as amended.

TYPE OF REQUEST: (check appropriate one)
Appropriate Unit Designation _____
Exclusive Representation XX _____
Determine Both _____

1. Name of Petitioner TEAMSTERS LOCAL NO. 320 Affiliation IBT
Address 3001 University Avenue S.E. Minneapolis, MN Phone (612)331-3873
Name of Representative Mr. Lowell D. Lynch, Law Enforcement Coordinator
Address Same as above Phone _____
2. Name of Other Party County of Waseca
Address Waseca County Courthouse, Waseca, MN 56093 Phone (507)835-1880
Name of Representative Mr. Bruce Boyce, Budget Personnel Director
Address Same as above Phone _____

Names and addresses and phone numbers of all other employee organizations known to have an interest in or claiming to represent any of the employees involved.

LELS - Phil

Is there a labor agreement presently in effect? NO Expiration date 12-31-87
Type of Governmental Agency County
Approximate total number of employees included in this request 15
Suggested appropriate unit We are not requesting any change in appropriate unit.

15 MAR 83 11: 07

IF THE PETITIONER IS REQUESTING TO BECOME THE EXCLUSIVE REPRESENTATIVE OF THE APPROPRIATE UNIT, AUTHORIZATION CARDS SUBSTANTIATING A 30% SHOWING OF INTEREST, AND A COPY OF THE CONSTITUTION BY LAWS (UNLESS PREVIOUSLY SUBMITTED), MUST ACCOMPANY THIS PETITION.

Date this petition signed: March 15, 19 87. Signed [Signature]
Title Law Enforcement Coordinator

This petition, when properly completed and delivered to the Director of Mediation Services in person or by certified mail, shall be considered in compliance with the Public Employment Labor Relations Act of 1971, as amended.

TO: Bruce Boyce, Budget Personnel Director BMS CASE NO. 88-PR-2570
County of Waseca
Waseca County Courthouse
Waseca, Minnesota 56093

MARCH 17, 1988

MAINTENANCE OF STATUS QUO

A petition requesting certification as exclusive representative for collective bargaining purposes was filed with the Bureau of Mediation Services on March 15, 1988 by the Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, Minneapolis, Minnesota. The petition raises questions as to the representation of the following described employee group:

All essential employees employed by the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential employees.

This Order is issued to preserve existing conditions and promote a free and fair environment for the resolution of this question of representation. This Order is applicable to all employees within the above described employee group. It shall remain in full force and effect until an investigation and/or hearing has been conducted and the matter is disposed of by a determination issued by the Director of the Bureau of Mediation Services.

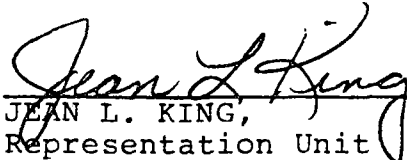
ORDER

1. Wages, hours and all existing conditions of employment of the employees shall not be changed as of the date of this Order.
2. Negotiations shall not be carried on.
3. Threats or promises as to changes in wages, hours and conditions of employment are prohibited.
4. Employees shall not be questioned by the employer with respect to membership in a labor organization.
5. Employees shall not be discriminated against as a result of the filing of the petition.

This Order shall not conflict with provisions of an existing labor-management contract or applicable law.

STATE OF MINNESOTA
BUREAU OF MEDIATION SERVICES

PAUL W. GOLDBERG, COMMISSIONER

BY: 
JEAN L. KING,
Representation Unit

PWG:JLK:jj
cc: Lowell D. Lynch
Phillip Finkelstein



BUREAU OF MEDIATION SERVICES

State of Minnesota

IN THE MATTER OF A PETITION FOR
INVESTIGATION AND DETERMINATION
OF PUBLIC EMPLOYEES' APPROPRIATE
UNIT AND EXCLUSIVE REPRESENTATIVE:

MARCH 17, 1988

Minnesota Teamsters Public and Law Enforcement Employees Union,
Local No. 320, Minneapolis, Minnesota

- and -

County of Waseca, Waseca, Minnesota

- and -

Law Enforcement Labor Services, Inc., Bloomington, Minnesota

BMS CASE NO. 88-PR-2570

NOTICE OF HEARING

A public hearing will be conducted by the State of Minnesota, Bureau of Mediation Services, in the above-entitled matter in accordance with the Public Employment Labor Relations Act. A copy of the petition is attached. The hearing will be held:

DATE: Monday, March 28, 1988

TIME: 2:00 p.m.

PLACE: Waseca County Courthouse
Waseca, Minnesota

All parties are requested to present to the Hearing Officer at the hearing any current contract, correspondence, or such other documentation that may be pertinent to this matter.

The petitioning employee organization has submitted authorization cards of a 30% or more showing of interest for the employees in the unit requested. Any organization wishing to intervene shall be required to make the same showing of interest through authorization cards to be submitted at the hearing.

NO AUTHORIZATION CARDS WILL BE ACCEPTED AFTER THE CLOSE OF THE HEARING.

THE EMPLOYER IS HEREBY ORDERED TO:

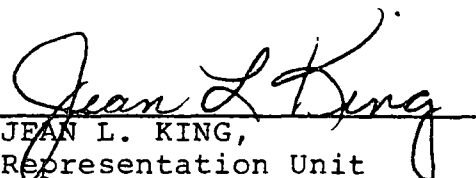
1. MAKE AND POST SUFFICIENT COPIES OF THIS NOTICE IN A CONSPICUOUS PLACE AT THE WORK LOCATION(S) OF THE EMPLOYEES INVOLVED.
2. PREPARE IN QUADRUPLICATE AND PRESENT TO THE HEARING OFFICER AT THE HEARING A LIST CONTAINING THE NAMES, EMPLOYMENT CLASSIFICATIONS, AND HOME MAILING ADDRESSES OF ALL ESSENTIAL EMPLOYEES EMPLOYED BY THE WASECA COUNTY SHERIFF'S DEPARTMENT, WASECA, MINNESOTA, WHO ARE PUBLIC EMPLOYEES WITHIN THE MEANING OF MINN. STAT. § 179A.03, SUBD. 14.

THE MAINTENANCE OF STATUS QUO ORDER ISSUED ON MARCH 17, 1988, SHALL CONTINUE TO REMAIN IN FULL FORCE AND EFFECT.

ALL PARTIES SHALL BE PREPARED TO ADDRESS THE QUESTIONS AS RAISED BY THE FILING OF THE PETITION.

STATE OF MINNESOTA
Bureau of Mediation Services

PAUL W. GOLDBERG,
Commissioner

BY: 
JEAN L. KING,
Representation Unit

PWG:JLK:jj

cc: Lowell D. Lynch
Phillip Finkelstein
Bruce Boyce (2)
(Includes Posting)

PETITION FOR DETERMINATION OF APPROPRIATE UNIT
AND, OR, CERTIFICATION AS EXCLUSIVE REPRESENTATIVE
OF PUBLIC EMPLOYEES

Date Received 3-15-88
File Number 88-2570-A
Case Number 88-PR-2570

A question concerning the appropriate unit or recognition of certain public employees of governmental agency has arisen between the parties listed herein. The undersigned requests that the matter be fully investigated by the Bureau of Mediation Services and a determination be made under the Public Employment Labor Relations Act of 1971, as amended.

TYPE OF REQUEST: (check appropriate one)

Appropriate Unit Designation _____
Exclusive Representation XX _____
Determine Both _____

1. Name of Petitioner TEAMSTERS LOCAL NO. 320 Affiliation IBT

Address 3001 University Avenue S.E. Minneapolis, MN Phone (612)331-3873

Name of Representative Mr. Lowell D. Lynch, Law Enforcement Coordinator

Address Same as above Phone _____

2. Name of Other Party County of Waseca

Address Waseca County Courthouse, Waseca, MN 56093 Phone (507)835-1880

Name of Representative Mr. Bruce Boyce, Budget Personnel Director

Address Same as above Phone _____

Names and addresses and phone numbers of all other employee organizations known to have an interest in or claiming to represent any of the employees involved.

LELS - Phil

Is there a labor agreement presently in effect? NO Expiration date 12-31-87

Type of Governmental Agency County

Approximate total number of employees included in this request 15

Suggested appropriate unit We are not requesting any change in appropriate unit.
RECEIVED BMS-

15 MAR 83 11: 07

IF THE PETITIONER IS REQUESTING TO BECOME THE EXCLUSIVE REPRESENTATIVE OF THE APPROPRIATE UNIT, AUTHORIZATION CARDS SUBSTANTIATING A 30% SHOWING OF INTEREST, AND A COPY OF THE CONSTITUTION BY LAWS (UNLESS PREVIOUSLY SUBMITTED), MUST ACCOMPANY THIS PETITION.

Date this petition signed: March 15, 19 87. Signed [Signature]

Title Law Enforcement Coordinator

This petition, when properly completed and delivered to the Director of Mediation Services in person or by certified mail, shall be considered in compliance with the Public Employment Labor Relations Act of 1971, as amended.

MINNEAPOLIS, MINN.

2011 JUN 14 PM 12:09

RECEIVED
ALRB REGION 10

IN THE MATTER OF:

BMS CASE NO. 88-PR-2570

Minnesota Teamsters Public and Law Enforcement Employees Union,
Local No. 320, Minneapolis, Minnesota

- and -

County of Waseca, Minnesota

- and -

Law Enforcement Labor Services, Inc., Bloomington, Minnesota

May 25, 1988

CERTIFICATION OF EXCLUSIVE REPRESENTATIVE

The tabulated results of a representation election conducted in the above captioned matter by an agent of the Bureau of Mediation Services reveal that an exclusive representative has been selected:


ELIGIBLE EMPLOYEES	(15)
VOTES FOR MN TEAMSTERS UNION, LOCAL NO. 320	(13)
VOTES FOR LAW ENFORCEMENT LABOR SERVICES, INC.	(0)
TOTAL VOTES CAST	(13)

Accordingly, IT IS CERTIFIED THAT THE MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320, MINNEAPOLIS, MINNESOTA is the exclusive representative of the following appropriate unit:

All essential employees of the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential employees.

The Maintenance of Status Quo Order issued on March 17, 1988, is hereby lifted in its entirety.

STATE OF MINNESOTA
Bureau of Mediation Services


PAUL W. GOLDBERG,
Commissioner

PWG:JLK:jj
cc: Lowell D. Lynch
Bruce Boyce (2)
(Includes Posting)
Phillip Finkelstein

TO ALL EMPLOYEES IN THE FOLLOWING UNIT: BMS CASE NO. 88-PR-2570

All essential employees of the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14, excluding supervisory and confidential employees.

MAY 11, 1988

MAIL BALLOT VOTING INSTRUCTIONS

The Bureau of Mediation Services, State of Minnesota, is conducting an election in the above-described unit.

Enclosed is a ballot and a stamped, self-addressed return envelope. Mark the ballot and place it in the return envelope. Your ballot will not be counted unless it is returned in the envelope furnished for this purpose.

Numbers have been stamped on the backs of all return envelopes. This is done to ensure that each eligible voter receives a ballot and to identify the election for which the ballot has been cast. The numbering system is essential to the conduct of the election. Therefore, any return envelope which has been mutilated in any way by any eligible voter shall not be accepted, and the ballot contained therein shall not be counted.

Although the numbered envelopes are important to the integrity of the election itself, the Bureau takes strong measures to protect the secrecy and integrity of your vote in this election. All ballots are removed from the envelopes and mixed with all other ballots cast in this election prior to tabulation to protect the secrecy of your ballot. Further, the ballots are under the sole custody and control of the Bureau's Election Agent and tabulated by that Agent in the presence of observers from each of the parties to the election.

All ballots must be returned to the Bureau via the U.S. Postal Service and must be received in the Bureau's office no later than Monday, May 23, 1988.

The return envelopes will not be opened until Tuesday, May 24, 1988, 9:00 a.m., at which time the ballots will be removed from the envelopes and tabulated in the presence of the observers designated by each of the parties to the election.

Feel free to mark your ballot, expressing your choice since there is no way for anyone to know how you voted.

STATE OF MINNESOTA
Bureau of Mediation Services

PAUL W. GOLDBERG, COMMISSIONER

PWG:jj

cc: Lowell D. Lynch
Bruce Boyce
Phillip Finkelstein

BY:


JEAN L. KING,
Representation Unit

BMS Case No. _____

File No. _____

PETITION FOR CLARIFICATION OR AMENDMENT OF APPROPRIATE UNIT

A question concerning the description or composition of the appropriate unit has arisen between the parties listed herein. The undersigned petitioner(s) request that the Bureau of Mediation Services investigate the above referenced matter(s) and resolve such in accordance with applicable state law (M.S. 179 and 179A).

Name of Union: Teamsters Local #320 Phone: (612) 331-3873Address: 3001 University Ave SE, Minneapolis Mn 55414Name of Representative: Lowell D. Lynch, Law Enforcement Coord. Phone: () _____Address: Same as aboveName of Employer: County of Waseca Phone: (507) 835-0630Address: 307 N State Street, Waseca, Mn 56093Name of Representative: Bruce M. Boyce, County Coord. Phone: () _____Address: Same as above

Names, addresses, and phone numbers of all other employee organizations having an interest in or claiming to represent any of the employees affected by this petition.: _____

Nature of Employing
Enterprise:

- ☒ County
☐ Municipality
☐ School District
☐ Special Board/Comm.
☐ State of Minnesota
☐ U of M
☐ Other public

- ☐ Hospital
☐ Nursing Home
☐ Manufacturing
☐ Transportation
☐ Auto Repair
☐ Other Private sector business

- ☐ Retail Food/Groceries
☐ Meat Processing
☐ Dairy Industry
☐ Hotel, Bar, Restaurant
☐ Construction

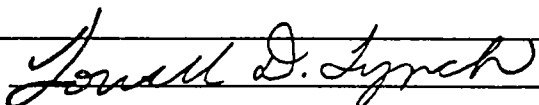
Is there a labor agreement presently in effect covering any of the employees affected by this request?

☒ Yes ☐ No (Expiration Date, if "yes" : 12/31/95)Number of employees covered by this request: 17

Description of **EXISTING** Unit: The current unit consists of 19 members which are broken down as follows: 8 Deputies and 9 Jailer/Dispatchers. "All essential employees of the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. §179A.03, Subd. 14, excluding supervisory and confidential employees.

Define Clarification or Amendment requested: (See attached sheet)

Signature: X

Name (Print or type) Lowell D. LynchTitle: Law Enforcement CoordinatorDate: October 26, 1995

Signature: X _____

Name (Print or type) _____

Title: _____

Date: _____



PROFESSIONAL LAW ENFORCEMENT DIVISION

3001 University Avenue S.E. • Minneapolis, Minnesota 55414 • Phone (612) 331-6788

8 CEN 100 • 10

The proposed bargaining unit descriptions are:

1. All Licensed Peace Officers of the Waseca County Sheriff's Department, Waseca, Minnesota, who are Public Employees within the meaning of Minn. State Stat. §179A.03, Subd. 14, excluding supervisory and confidential employees.
2. All Jailer/Dispatchers of the Waseca County Sheriff's Department, Waseca, Minnesota, who are Public Employees within the meaning of Minn. State Stat. §179A.03, Subd. 14, excluding supervisory and confidential employees.



SERVICE WITH DIGNITY

AUTHORIZATION CARD

I Larry Sloan, support severing
(Print Name

the Licensed
(indicate "licensed" or "non-licensed"

essential employee group from the existing appropriate
essential unit.

Sloan #213
(Signature)

10-25-95
(Date)

AUTHORIZATION CARD

I Tim Collins, support severing
(Print Name)

the licensed
(indicate "licensed" or "non-licensed")

essential employee group from the existing appropriate
essential unit.

Tim Collins
(Signature)

10-25-95
(Date)

AUTHORIZATION CARD

I WEDDENIS, support severing
(Print Name)

the Deputy / Dispatcher-911er
(indicate "licensed" or "non-licensed")

essential employee group from the existing appropriate
essential unit.

[Signature]
(Signature)

10/25/95
(Date)

AUTHORIZATION CARD

I Jerry SPLETT, support severing
(Print Name)

the Licensed
(indicate "licensed" or "non-licensed")

essential employee group from the existing appropriate
essential unit.

Jerry Spelt
(Signature)

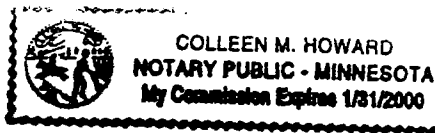
10-25-95
(Date)

AUTHORIZATION CARD

I LANCE LEHMAN, Deputy Sheriff, support severing
the WASECA County Sheriff's Dept, Bargaining Unit (MIA Teamsters Local 320)
essential employee group from the existing appropriate essential
unit.

Lance L. Lehman
(Signature)

OCT 25 1995
(Date)



Colleen M. Howard 10/25/95

RECEIVED
NLRB REGION 1
2011 JUN 14 PM 12:35
MINNEAPOLIS, MINN.

BMS

BUREAU OF MEDIATION SERVICES

State of Minnesota

IN THE MATTER OF A PETITION FOR
INVESTIGATION AND DETERMINATION
OF PUBLIC EMPLOYEES' APPROPRIATE
UNIT AND EXCLUSIVE REPRESENTATIVE

November 1, 1995

Minnesota Teamsters Public and Law Enforcement Employees Union,
Local No. 320, Minneapolis, Minnesota

- and -

County of Waseca, Waseca, Minnesota

BMS Case No. 96-PCE-642

MAINTENANCE OF STATUS QUO ORDER

A petition requesting severance from an existing certified essential unit was filed with the State of Minnesota, Bureau of Mediation Services on October 30, 1995, by certain licensed essential employees of the County of Beltrami, Bemidji, Minnesota. The petition raises questions as to the composition of the following described bargaining unit presently exclusively represented by Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, Minneapolis, Minnesota:

All essential licensed employees of the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

This Order is issued to preserve existing conditions and promote a free and fair environment for the resolution of this question of representation. This Order is applicable to all employees within the above described employee group. It shall remain in full force and effect until an investigation and/or hearing has been conducted and the matter is disposed of by a determination issued by the Commissioner of the Bureau of Mediation Services.

ORDER

1. Wages, hours and all existing conditions of employment of the employees shall not be changed as of the date of this Order.
2. Negotiations shall not be carried on.
3. Threats or promises as to changes in wages, hours and conditions of employment are prohibited.
4. Employees shall not be questioned by the employer with respect to membership in a labor organization.
5. Employees shall not be discriminated against as a result of the filing of the petition.
6. The Employer shall post this Maintenance of Status Quo Order at the work locations of all employees involved.

This Order shall not conflict with provisions of an existing labor-management contract or applicable law.

STATE OF MINNESOTA
Bureau of Mediation Services

Geraldine A. Ryan

GERALDINE A. RYAN
Representation Specialist

gar

cc: Lowell Lynch
Bruce M Boyce (2)
(Includes Posting Copy)



BUREAU OF MEDIATION SERVICES

State of Minnesota

**IN THE MATTER OF A PETITION
FOR DETERMINATION OF AN
APPROPRIATE UNIT**

November 3, 1995

Certain Licensed Essential Employees, Hastings, Minnesota

- and -

Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320,
Minneapolis, Minnesota

- and -

Waseca County, Waseca, Minnesota

BMS Case No.: 96-PCE-642

PREPARED BY: Tiffni L. Deeb
Representation Specialist

CERTIFICATION UNIT DETERMINATION

INTRODUCTION

On October 30, 1995, the State of Minnesota, Bureau of Mediation Services (Bureau), received a petition filed by Certain Licensed Essential Employees, Waseca, Minnesota (Licensed Employees). The petition requested that the bargaining unit certified to Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, Minneapolis, Minnesota (Local 320) be divided, in accordance with Minn. Stat. 179A.09, to allow for a unit of licensed employees and a unit of non-licensed employees. The employees in question are employed by Waseca County, Waseca, Minnesota (County).

DISCUSSION

Minn. Stat. 179A.09, subd. 3, states:



If a designated appropriate unit contains both peace officers subject to licensure under sections 626.84 to 626.855 and essential employees who are not peace officers, the commissioner, at the request of a majority of either the peace officers or the other essential employees within the unit, shall divide the unit into two separate appropriate units, one for the peace officers and one for the other essential employees.

Based upon the foregoing, the petition filed is appropriate. Therefore, an election shall be conducted by the Bureau among the licensed employees falling within the appropriate unit represented by Local 320:

All essential licensed employees of the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.

The election shall be for the sole purposes of determining whether a majority of the licensed employees wish to divide the above-described unit into two separate bargaining units.

FINDINGS

1. The petition is appropriate.
2. The Licensed Employees have submitted the required showing of interest through valid severance cards to warrant the conduct of an election.

ORDERS

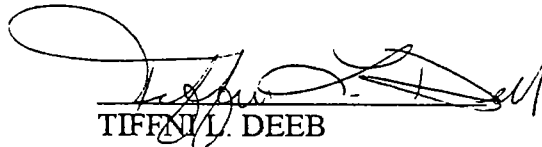
1. The County shall mail to the Bureau and Local 320, no later than Friday, November 10, 1995, a list of all licensed employees falling within the above-described unit as of the last full payroll period, including home mailing addresses, and position titles.
2. All parties shall review the list submitted by the County. Any issue concerning the filing of the petition or the list of eligible employees must be raised in writing by Friday, November 17, 1995. If there are no objections the Bureau will proceed with an election.

Certification Unit Determination
BMS Case No. 96-PCE-642
Page 3...November 3, 1995

3. The Maintenance of Status Quo Order issued by the Bureau on November 1, 1995, shall remain in full force and effect.
4. The County shall post this Order at the work locations of all employees involved.

STATE OF MINNESOTA
Bureau of Mediation Services

LANCE TEACHWORTH
Commissioner



TIFFANI L. DEEB
Representation Specialist

TLD

cc: Lowell Lynch
Bruce M. Boyce (2)
(Includes Posting Copy)

TO ALL EMPLOYEES IN THE UNIT OF:

December 4, 1995

All essential licensed employees of the
Waseca County Sheriff's Department,
Waseca, Minnesota, who are public employees
within the meaning of Minn. Stat. 179A.03,
subd. 14, excluding supervisory and
confidential employees.

BMS Case No. 96-PCE-642

MAIL BALLOT VOTING INSTRUCTIONS

The Bureau of Mediation Services, State of Minnesota, is conducting a Mail Ballot Election in the above-described unit and you are an eligible voter.

Enclosed is a ballot and a stamped, self-addressed return envelope. Mark the ballot and place it in the return envelope. Your ballot will not be counted unless it is returned in the envelope furnished for this purpose.

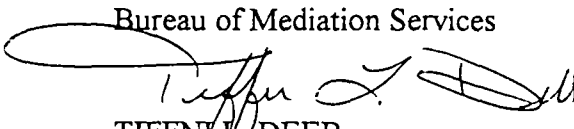
Numbers have been stamped on the backs of all return envelopes. This is done to ensure that each eligible voter receives a ballot and to identify the election for which the ballot has been cast. The numbering system is essential to the conduct of the election. Therefore, any return envelope which has been mutilated in any way by any eligible voter shall not be accepted, and the ballot contained therein shall not be counted.

Although the numbered envelopes are important to the integrity of the election itself, the Bureau takes strong measures to protect the secrecy and integrity of your vote in this election. All ballots are removed from the envelopes and are mixed with all other ballots cast in this election prior to tabulation to protect the secrecy of your ballot. Further, the ballots are under the sole custody and control of the Bureau's Election Agent and are tabulated by that Agent in the presence of observers from the Employer and the Union.

All ballots must be returned to the Bureau's office, 1380 Energy Lane, Suite 2, St. Paul, Minnesota 55108-5253, no later than 4:30 p.m. on Thursday, December 14, 1995. The return envelopes will not be opened until Friday, December 15, 1995, at 9:00 a.m., at which time the ballots will be removed from the envelopes and tabulated in the presence of the observers designated by each of the parties to the election.

Please mark your ballot, expressing your choice.

STATE OF MINNESOTA
Bureau of Mediation Services


TIFFNUI DEEB
Representation Specialist

TLD

cc: Lowell Lynch
Bruce M. Boyce



BUREAU OF MEDIATION SERVICES

State of Minnesota

IN THE MATTER OF A PETITION FOR
INVESTIGATION AND DETERMINATION
OF PUBLIC EMPLOYEES' APPROPRIATE
UNIT AND EXCLUSIVE REPRESENTATIVE

December 18, 1995

Certain Licensed Essential Employees, Waseca, Minnesota

- and -

Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320,
Minneapolis, Minnesota

- and -

Waseca County, Waseca, Minnesota

BMS Case No.: 96-PCE-642

PREPARED BY: Tiffni L. Deeb
Representation Specialist

**CERTIFICATION OF EXCLUSIVE REPRESENTATIVE
SEVERANCE ELECTION**

The tabulated results of a severance election conducted in the above-captioned matter by an agent of the Bureau of Mediation Services reveal that a majority of the Licensed Essential Employees of Waseca County have elected to sever themselves from the existing bargaining unit. The tabulated results of the severance election are as follows:

ELIGIBLE EMPLOYEES	(8)
VOTES FOR SEVERING THE LICENSED ESSENTIAL EMPLOYEES	(6)
VOTES FOR NOT SEVERING THE LICENSED ESSENTIAL EMPLOYEES	(2)

TOTAL VOTES TABULATED	(8)
-----------------------	-------

Based on these election results, it is certified that the bargaining unit certified to **MINNESOTA
TEAMSTERS PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION, LOCAL**

Certification of Exclusive Representative
BMS Case No. 96-PCE-642
Page 2...December 18, 1995

NO. 320, MINNEAPOLIS, MINNESOTA, on May 25, 1988, under BMS Case No. 88-PR-2570, is hereby divided into two separate bargaining units described as follows:


All essential licensed employees of the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and essential non-licensed employees.

All essential non-licensed employees of the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential and essential licensed employees.

Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, Minneapolis, Minnesota, remains the certified exclusive representative for the employees falling within the above-described bargaining units.

The Maintenance of Status Quo Order issued by the Bureau on **November 1, 1995**, is hereby lifted in its entirety.

STATE OF MINNESOTA
Bureau of Mediation Services



LANCE TEACHWORTH
Commissioner

TLD

cc: Lowell Lynch
Bruce Boyce (2)
(Includes Posting Copy)

MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF WASECA

WASECA, MINNESOTA

AND

MINNESOTA TEAMSTER PUBLIC AND LAW ENFORCEMENT

EMPLOYEES UNION LOCAL 320

NON-LICENSED ESSENTIAL UNIT

DISPATCHER/JAILER

FOR PERIOD COVERING

JANUARY 1, 2007 TO DECEMBER 31, 2009

TABLE OF CONTENTS

	<u>Page</u>
Preamble (Article I)	1
Certification (Article II)	1
Payroll Deductions (Article III)	2
Discrimination (Article IV)	2
Rights, Privileges and Working Conditions (Article V) ...	2
Work Week and Overtime (Article VI)	3
Sick Leave (Article VII)	3,4
Funeral Leave (Article VIII)	5
Leave of Absence (Article IX)	5
Holidays (Article X)	5,6
Jury Duty (Article XI)	6
Military Leave (Article XII)	6
Uniform Allowance (Article XIII)	6,7
Insurance (Article XIV)	7,8
Longevity (Article XV)	8
Vacation (Article XVI)	8,9
Discipline (Article XVII)	9-11
Grievance Procedure (Article XVIII)	11-13
Facilities for Union Meetings (Article XIX)	13
Management Rights (Article XX)	13
Savings Clause (Article XXI)	14
Miscellaneous (Article XXII)	14
Job Security (Article XXIII)	14
Salaries and Compensation (Article XXIV)	15,16
Term of Contract (Article XXV)	17

TABLE OF CONTENTS

	<u>Page</u>
Letter of Agreement re: Insurance Committee	18

MEMORANDUM OF AGREEMENT

BETWEEN

THE COUNTY OF WASECA

WASECA, MINNESOTA

AND

MINNESOTA TEAMSTER PUBLIC AND LAW ENFORCEMENT

EMPLOYEES UNION LOCAL 320

NON-LICENSED ESSENTIAL UNIT

ARTICLE I

PREAMBLE

THIS CONTRACT is entered into by and between the COUNTY OF WASECA, Waseca, Minnesota, hereinafter referred to as the "Employer", and MINNESOTA TEAMSTER PUBLIC AND LAW ENFORCEMENT, hereinafter referred to as the "Union".

Pursuant to Chapter 179A, Subd. 01, et. seq., Minnesota Statutes, this Contract is drawn in order to achieve and maintain harmonious relationships between the Employer and the Union; to provide for equitable and peaceful adjustments of differences which may arise, and to establish proper conditions of wages, hours, and other conditions of employment.

ARTICLE II

CERTIFICATION

The Employer, pursuant to the Certification of the State of Minnesota, Bureau of Mediation Services, dated May 25, 1988, recognized Minnesota Teamster Public and Law Enforcement as the exclusive representative of all essential non-licensed employees of the Waseca County Sheriff's Department, Waseca, Minnesota, who are public employees within the meaning of Minnesota Statute 179A.03, Subd. 14, excluding supervisory, confidential, and essential licensed employees.

ARTICLE III

PAYROLL DEDUCTIONS

Upon receipt by the Employer of the individual authorization cards signed by each covered employee, the Employer agrees to deduct, once each month, dues in the amount certified to be current by the Secretary/Treasurer of Minnesota Teamster Public and Law Enforcement, Employees Union Local 320, from the pay of those employees governed hereby and who are certified as members of said Local. The total amount of the deductions shall be remitted by the Employer to the Treasurer of the Union.

Any "Fair Share" fee deducted shall be withheld in accordance with Minnesota Statutes, Section 179A.06, Subd. 3. The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the County as a result of any action taken or not taken by the Employer under provisions of this Article.

ARTICLE IV

DISCRIMINATION

The Employer agrees not to discriminate against any employee for his activities in behalf of, or membership in, the Union. The Employer and the Union agree that there shall be no discrimination against any employee because of race, creed, or religion, color or sex.

ARTICLE V

RIGHTS, PRIVILEGES AND WORKING CONDITIONS

All rights, privileges and working conditions spelled out in this Contract shall remain in full force and effect, unchanged in any manner, during the term of this Contract, unless changed by mutual consent of the Employer, the Union and the employees affected.

The Union agrees that its members shall comply with all Sheriff's Department rules and regulations, including those relating to conduct and work performance. The Employer agrees that violation of any of the department rules and regulations which affect working conditions and performance will subject the employee to disciplinary action, including discharge, but questions concerning said violations are subject to the grievance and arbitration procedure.

ARTICLE VI

WORK WEEK AND OVERTIME

The normal work week shall be scheduled to average forty (40) hours per week. Unless scheduled revisions are agreed upon between the employee and the Sheriff, time worked in excess of the scheduled weekly hours or scheduled daily hours shall be paid for at the rate of time and one-half (1 1/2). Payment shall be made either in cash or in the form of compensatory time, at the employee's option. An employee shall select one method of payment, and may change that method not more than once annually, prior to the first pay day of that calendar year. Compensatory time may accumulate up to a maximum of 40 or 80 hours, at the employee's option. Any overtime payments to an employee having their maximum accumulated compensatory time shall be paid in cash. When compensatory time is used and an employee's accumulated compensatory time becomes less than their maximum, overtime will be paid in the form of compensatory time until the maximum accumulation is again reached. Requests for use of compensatory time shall be subject to the approval of the County Sheriff. Compensatory time must be taken in minimum periods of eight (8) hours.

Court appearances or off-duty call backs or related matters shall be compensated for at a minimum of two (2) hours pay at one and one-half (1 1/2) times the employee's regular rate of pay.

Employees required by the Employer to work with less than twelve (12) hours off since they were last at work, or between required training and a later work shift shall be paid at the time and one-half (1 1/2) rate of pay for all hours worked on the later shift.

Employees required to work in excess of the scheduled weekly or daily hours while also working on a holiday shall be paid at two (2) times the regular rate. Employees required to work in excess of the scheduled weekly or daily hours while also working with less than twelve (12) hours off since they were last at work or attending required training shall be paid at two (2) times the regular rate. Employees required by the Employer to work with less than twelve (12) hours off since they were last at work or attending required training while also working on a holiday shall be paid at two (2) times the regular rate. Employees required to work in excess of the scheduled weekly or daily hours while also working on a holiday and working with less than twelve (12) hours off since they were last at work or attending required training shall be paid at two and one-half (2 1/2) times the regular rate.

ARTICLE VII

SICK LEAVE

A. The current County policy of granting eight (8) hours per month of employment for sick leave to a total accumulation of seven hundred twenty (720) hours shall be retained during the term of this Contract. After the accumulation of seven

hundred twenty (720) hours sick leave, then said sick leave shall accumulate at the rate of eight (8) hours per month additional vacation to be taken as other vacation. Employees having more than seven hundred twenty (720) hours sick leave accumulated as of the effective date of this agreement shall retain their accumulated total. However, once their sick leave balance becomes 720 hours or less the 720 hour maximum accumulation shall apply.

B. Any employee who by reason of sickness or injury receives worker's compensation benefits may transfer the benefits to the Employer which shall then be credited to his sick leave accumulation in proportion to the amount of compensation received and he shall receive sick leave benefits for the sickness or injury until his accumulated sick leave is exhausted. The total weekly compensation including leave and worker's compensation benefits shall not exceed the weekly base pay rate of an employee.

C. Any employee who has been continuously employed for ten (10) years or more, and who terminates employment in good standing, shall be entitled to 50% of their unused sick leave as severance pay, up to a maximum of \$ 3500. Any employee who has been continuously employed for twenty (20) years or more, and who terminates employment in good standing, shall be entitled to 100% of their unused sick leave as severance pay, up to a maximum of \$ 6500. Any employee who has been continuously employed for twenty (30) years or more, and who terminates employment in good standing, shall be entitled to 100% of their unused sick leave as severance pay, up to a maximum of \$ 8000.

On termination of employment in good standing, an employee receiving their maximum severance pay under the above provisions may elect to transfer remaining sick leave balance to their vacation account, until the maximum vacation accumulation is reached.

Eligible employees may, at their option, elect to receive severance amounts in the form of continued payments for county group health insurance, rather than as a lump sum.

D. Each employee shall be entitled to a reimbursement of up to \$250 annually for wellness expenses. The reimbursement shall be paid upon proof of actual expenses incurred, in November of each year. The hourly dollar equivalent of an employee's reimbursement shall be then deducted from their sick leave account. Wellness expenses shall include fees for exercise, health, fitness, weight loss and smoking cessation programs. Sick leave deduction shall be made from the deferred sick leave account, or from the regular sick leave account if the employee has no deferred sick leave.

ARTICLE VIII

FUNERAL LEAVE

A maximum of three (3) days leave without loss of pay will be allowed when a death occurs in an employee's family; namely, husband, wife, son, daughter, father, mother, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild provided the employee attends the funeral. The employee shall be granted one (1) day off with pay to attend the funeral of a foster child. Two (2) additional days may be allowed when travel is necessary, subject to the approval of the Employer or department head. Additional times in excess of five (5) days indicated above shall be charged against the employee's sick leave, vacation or accrued compensatory time, at the employee's choosing.

Employees may use up to four (4) hours of sick leave to attend the funeral of another county employee.

ARTICLE IX

LEAVE OF ABSENCE

An employee may request a leave of absence without pay; the application for leave of absence without pay shall be made through the County Sheriff to the Board of County Commissioners, and is subject to the approval of said Board of County Commissioners.

ARTICLE X

HOLIDAYS

A. Each employee will be entitled to the holidays listed below and in accordance to the provisions of this Article.

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Easter	Friday after Thanksgiving Day
Memorial Day	Christmas Eve (1/2 day)
Independence Day	Christmas Day

B. When a holiday falls on an employee's regularly scheduled day off, he shall be entitled to an additional day off or an additional day's pay at his regular rate of pay.

C. An employee required to work on any of the above listed holidays shall be compensated at one and one-half (1 1/2) times their regular hourly rate of pay for all

hours worked on the holiday, in addition to their regular salary, unless the provisions of Article VI, Section 4, apply. Employees may, at their option, take compensatory time off at the applicable rate. Any shift scheduled with a majority of its hours falling on one of the above listed holidays shall be paid entirely at one and one-half (1 1/2) times the regular hourly rate.

D. In addition to the legal holidays listed herein, each employee on the payroll prior to July 1st shall be entitled to one (1) personal leave day during that year. Selection of the personal leave day shall be by mutual agreement of the employee and their supervisor. Personal leave days may not be carried over from year to year.

ARTICLE XI

JURY DUTY

A. All employees will receive an automatic leave of absence when called for jury duty. The employee will be paid at the regular rate of pay by the County, less the amount of remuneration received while serving on such jury duty.

B. Jury duty leave shall be reported to the Sheriff.

ARTICLE XII

MILITARY LEAVE

Permanent full-time employees will be entitled to military leaves of absence as now provided, or as hereafter authorized, by Federal or State law, to participate in National Guard, State Guard or Reserve training. During such leave, the employee will be given all benefits provided by applicable law such as no loss of seniority, accumulation of sick leave or accumulation of vacation rights.

Leave of absence, without pay, for military service in time of national emergency, as proclaimed by the proper Federal or State authorities, shall be provided with the employee to receive all benefits as provided by the applicable law.

ARTICLE XIII

UNIFORM ALLOWANCE

Each employee covered by this contract shall be entitled to an annual uniform allowance of \$ 400. This allowance shall increase to \$450 in 2008 and \$500 in 2009. Said allowance shall be specifically paid by separate check as uniform allowance and shall not be considered pay for services rendered and shall not, therefore, subject the amount to withholding taxes, Social Security payments, etc. The allowance will be paid in July of the applicable year.

Each employee shall receive a standard uniform issue upon employment with the Sheriff's Department. The employee will be responsible for any replacement of uniform items which is required due to normal usage. If a uniform item is damaged in the line of duty, it will be replaced by the County, at the discretion of the Sheriff and subject to the grievance procedure.

Standard uniform issues for each position shall be as follows:

Dispatcher/Jailers

3 long-sleeved shirts	2 collar brass
3 short-sleeved shirts	1 badge
4 pants	1 belt, shoulder patch, and flag
2 name tags	

All employees not having the above standard issue uniform items at the effective date of this Contract shall be provided with the required items, by the County.

ARTICLE XIV

INSURANCE

The Employer agrees to contribute 100% of the cost of hospitalization insurance which is in effect as of the date of this agreement, and to contribute 100% of the cost of \$25,000 life insurance coverage, for all employees. Employer further agrees to contribute 100% of the cost to maintain the same or comparable insurance benefits up to a maximum increase of 10% in 2008. The employer and employee shall equally share any premium costs exceeding a 10% increase

The parties agree to reopen negotiations on Article XIV effective 1/1/2009.

Each employee is entitled to a schedule of benefits and will be given said schedule upon request.

The Employer shall provide, at no cost to the employee, what is now commonly called False Arrest and Liability Insurance with the Employer continuing the present policy in making full insurance premium payments.

The Employer will continue to provide dependent medical insurance which will be optional with the employee and to contribute an amount equal to the current Employer contribution level as of January 1, 2007. This amount shall increase by the amount of the group health insurance premium increase for 2008, up to a maximum of 10%. The employer and employee shall equally share the costs for dependent insurance which exceed this increase. The Employer contribution to dependent insurance purchased by part-time employees will be paid on a pro-rata basis. If the cost of dependent insurance

declines, the Employer contribution to dependent insurance shall decline by 50% of the premium decrease.

Any employee not carrying dependent coverage may receive up to \$95/month contribution toward the cost of supplemental group insurance benefits provided by the Employer, effective December, 2003. At their option, employees carrying dependent coverage may elect to apply up to the above amounts from the Employer dependent insurance contribution towards the cost of supplemental group insurance benefits provided by the Employer. The Employer agrees to confer with the County Insurance Committee prior to creating new supplemental group insurance benefits.

ARTICLE XV

LONGEVITY

Each employee shall be eligible for longevity payments in accordance with the following schedule:

<u>Years of Service</u>	<u>Dollars per Month Addition to Base, 1/2007-12/2008</u>	<u>Dollars per Month Addition to Base, 1/2009</u>
After 7 years	\$ 35.00	\$ 40.00
After 9 years	\$ 40.00	\$ 45.00
After 14 years	\$ 50.00	\$ 55.00
After 19 years	\$ 65.00	\$ 70.00

ARTICLE XVI

VACATION

All employees will earn vacation time per the following schedule:

<u>TOTAL LENGTH OF CONTINUOUS REGULAR EMPLOYMENT</u>	<u>VACATION ACCRUAL RATE FOR EACH FULL MONTH OF SERVICE</u>
0 to 6 months of service	four (4) hours per month
6 months to 5 years of service	eight (8) hours per month
More than 5 years of service but less than 10 years of service	ten (10) hours per month

More than 10 years of service but
less than 15 years of service

twelve (12) hours per month

More than 15 years of service but
less than 20 years of service

13.33 hours per month

More than 20 years of service
and thereafter

fourteen (14) hours per month

Employees who have had at least one (1) year eligible service who subsequently leave the employ of the County in good standing after proper notice, or are laid off or retired, shall be paid for accrued vacation time at the appropriate pro-rata amount per month based upon his length of eligible service.

Vacation time may be accumulated to a maximum of three hundred twenty (320) hours. All vacation accumulation above this maximum as of December 31st shall be paid in cash.

Vacations must be taken in periods of at least eight hours.

~~Prior to April 1 of each year, supervisors shall consult with all employees eligible~~ for vacations. Following such consultations the supervisors shall establish work and vacation schedules with first consideration to be given to the efficient operation of the department. Senior employees in terms of length of service shall be given vacation schedule preference.

Vacation is granted for the purpose of employee recreation, and no employee shall be permitted to waive vacations for the purpose of receiving double pay. When an employee who is not working because of illness or injury has exhausted his sick leave, he may, at the discretion of the department head, be permitted to draw his vacation time in lieu of his vacation.

ARTICLE XVII

DISCIPLINE

Section 1

The Employer will discipline for just cause only. Discipline will be in one or more of the following forms:

- A. Oral Reprimand
- B. Written Reprimand
- C. Suspension
- D. Demotion, or
- E. Discharge

Section 2

Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the employee is demoted. The Union shall be provided with a copy of each such notice.

Section 3

Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices. Minor offenses, other than those that show a problem of a continuing nature, will be purged from an employee's personnel file after one (1) year. Other incidents will be retained and will be given appropriate considerations for discipline. One factor in consideration shall be the timeliness of the earlier incident.

Section 4 - Investigations

A. This section does not apply to criminal investigations that may involve employees.

B. Employees will not be questioned concerning an investigation of a disciplinary nature unless the employee has been given an opportunity to have a Union representative at such questioning session.

C. Employees under investigation concerning disciplinary action shall be informed of the nature of the investigation.

D. Upon completion of any investigation concerning disciplinary action, the Employer shall disclose all evidence that was uncovered and resulted in a disciplinary action against the employee.

Section 5

Discharges will be preceded by a five (5) calendar day suspension without pay.

Section 6

Employees may examine their own individual personnel files at reasonable times under the direct supervision of the Employer.

Section 7

Grievances relating to this Article may be initiated by the Union in Step 2 of the Grievance Procedure.

ARTICLE XVIII

GRIEVANCE PROCEDURE

Section 1

A grievance shall be defined as a dispute or disagreement raised by an employee ~~against the Employer involving the violation or application of the specific provisions of~~ this Contract.

Section 2

Grievances, as herein defined, shall be processed in the following manner:

STEP 1 - Informal- An effort shall be made to adjust the grievance between the employee, the Union Steward or Grievance Committee and the employee's immediate supervisor within fifteen (15) working days of its occurrence or within fifteen (15) working days of knowledge, through the use of reasonable diligence, of its occurrence. The supervisor shall submit a written disposition of the grievance to the Local Union President not later than three (3) working days after the grievance is filed with him.

STEP 2 - Formal- In the event no settlement is reached in STEP 1, the Union Steward and/or the Grievance Committee shall meet with the County Sheriff within five (5) working days after the date the Supervisor's reply is due to make an effort to settle the grievance. The grievance appeal shall be initiated by means of a written grievance to be signed by the employee and the Union Steward or representative. The written grievance shall set forth the nature of the grievance, the facts on which it is based, the provision or provisions of the agreement allegedly violated, and the relief requested. The Sheriff shall submit a written disposition of the grievance to the Local Union President not later than five (5) working days after the grievance meeting provided for in this STEP 2.

STEP 3 - If the grievance is not satisfactorily resolved in STEP 2, the Union shall have fifteen (15) working days to submit the matter to the County Board, based on the writings with respect to the matter which were developed in STEP 2. The Board shall have fifteen (15) working days to resolve the matter and give written answer to the employee and the Union.

STEP 4 - If the grievance is not settled in accordance with the foregoing procedure, the employee and Union may refer the grievance to arbitration within seven (7) working days after the employee and Union's receipt of the Employer's written answer in STEP 3, in accordance with the provisions of the Public Employment Labor Relations Act of 1971. The selection of the arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances", as established by the Public Employment Relations Board.

The arbitrator shall hear the grievance at a scheduled meeting, subject to the availability of the Employer and the Union representatives. The arbitrator shall notify the employee, the Union representative and the Employer of his/her decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, the cost shall be shared equally.

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Contract. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the Employer and the employee-Union, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law.

The decision shall be binding on both the Employer and the Union and shall be based solely upon the arbitrator's interpretation or application of the express terms of this Contract and on the facts of the grievance presented. If the arbitrator determines that the grievance is covered by law or statute, or not covered by the express provisions of this Contract, the arbitrator shall refer the grievance back to the parties.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the employee and the Union may elect to treat the grievance as denied at that step and immediately petition for arbitration. The time limit in each step may be extended by mutual written agreement of the Employer and Union representative involved in each step. The term "working day" as used in this ARTICLE shall mean the days Monday through Friday, exclusive of holidays.

Section 3

Duly authorized representatives of the Union shall have the right to accompany the Grievance Committee at all times in the discussion or adjustment of grievances. The employee grievant and any covered employees necessary for presentation of the grievance shall be allowed a reasonable time off duty, without loss of pay, to pursue grievance procedures.

Section 4

The grievance procedure contained in this Contract is the sole and exclusive means of resolving any grievance arising under this Contract.

ARTICLE XIX

FACILITIES FOR UNION MEETINGS

The Union will have available, at reasonable times, facilities for the purpose of conducting Union meetings and business meetings and for the posting of bulletins or other information.

ARTICLE XX

MANAGEMENT RIGHTS

It is recognized that, except as expressly stated herein, the Employer will retain whatever rights and authority are necessary for it to operate and direct the affairs of the Sheriff's Department in all of its various aspects, including but not limited to, the right to direct the working forces; to plan, direct and control all of the operations and services of the Department; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to hire, promote, demote, suspend, discipline, discharge or relieve employees due to lack of work or other legitimate reasons; and to make and enforce reasonable rules and regulations.

ARTICLE XXI

SAVINGS CLAUSE

If any provision of this Contract, or the application of such provision, should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Contract shall remain in full force and effect.

ARTICLE XXII

MISCELLANEOUS

Other portions of the resolution establishing an employee personnel policy for the County of Waseca, Waseca, Minnesota, where not inconsistent herewith and where not otherwise amended by this Contract, is hereby incorporated by reference as a part of this Contract. This shall specifically include, but not exclusively, Section 15 as to resignation and retirement, and Section 5 as to general provisions.

The Employer further agrees to provide safe equipment for all employees while they are on duty.

The parties further agree that all matters relative to the safety of employees shall be referred to a Safety Committee, which shall attempt to resolve safety issues and insure the safety of working conditions for all employees. The Committee shall consist of two (2) members appointed by the Union and two (2) members appointed by the County. Any Committee member may call a meeting of the Safety Committee.

ARTICLE XXIII

JOB SECURITY

No employee considered a member of the appropriate bargaining unit certified to by the State of Minnesota and governed by the terms of this Contract shall be discharged nor otherwise have his employment terminated during the term hereof, without due cause therefor being first shown.

The grievance procedure, hereinbefore set forth, shall apply and govern any discharge for cause during the term of this Contract.

ARTICLE XXIV

SALARIES AND COMPENSATION

Section 1

Salaries paid the employees covered by this Contract shall be based on the following compensation plan:

DISPATCHER/JAILER

<u>Step</u>	<u>Years of Service</u>	<u>1/1/07</u>	<u>1/1/08</u>	<u>1/1/09</u>
		2%	2.5%	3.0%
A	0-1	2,545	2,609	2,687
B	1-2	2,675	2,742	2,824
C	2-3	2,810	2,880	2,976
D	3-4	3,001	3,076	3,168
E	4+	3,188	3,268	3,366
F	Head Disp/ Jailer	3,356	3,440	3,543

Section 2

An employee promoted from one classification to another shall be placed at the step on the new pay scale to which he or she would be entitled if his or her entire employment in the previous classification had been in the new classification.

Section 3

An employee who is promoted from one classification to another shall be entitled to step movement in the pay scale of the new position upon the anniversary date of his original employment in any classification in the Sheriff's Department.

Section 4

A part-time employee shall be entitled to all of the benefits of a full-time employee, including base salary, longevity, vacation, holidays, individual insurance premiums and dependent insurance contribution. Such salary and benefits shall be reduced in proportion to the number of hours less than forty (40) hours per week by such part-time employee. A part-time employee is defined as one who works an average of less than thirty (30) hours per week during any calendar month.

Section 5

Any employee temporarily transferred to a higher paid classification shall be paid at the higher rate for all hours worked in that classification.

Section 6

In addition to their other compensation, employees shall receive twenty-five cents (\$.25) for each hour worked between 11:00 PM and 7:00 AM. and ten cents (\$.10) for each hour worked between 3:00 PM and 11:00 AM.

Section 7

In recognition of the hazardous working conditions that exist for Dispatcher/Jailers, 2.5% of the applicable base pay amounts in Section 1 shall be added to the base pay amounts.

Section 8

All terms and conditions of the contract, including salaries and benefit packages, shall be maintained at their last levels if a contract expires and prior to the acceptance of a new contract.

Section 9

In the event that the classification and compensation study recommendations adopted by the County shall call for wage rates exceeding the amount effective at the time of adoption for any position in the bargaining unit, either party shall be entitled to reopen negotiations for base wage rates for that position effective 1/1/2008 and for the duration of the contract.

Section 10

Upon retirement of the Head Dispatcher/jailer employed at the time of this agreement, Step F shall be eliminated from the compensation plan contained in Section 1 above.

ARTICLE XXV

TERM OF CONTRACT

This Contract shall be effective commencing January 1, 2007, and shall remain in full force and effect through December 31, 2009, and from year to year, thereafter, unless either party shall notify the other in writing at least sixty (60) days prior to December 31, 2009, or subsequent year, of their desire to modify or change this Contract.

WITNESS OUR HANDS AND SEALS THIS 12th DAY OF June, 2007.

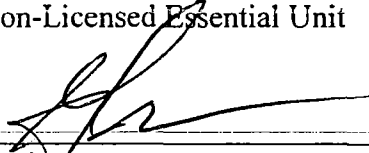
MINNESOTA TEAMSTER PUBLIC AND LAW ENFORCEMENT

BY



Employees Union Local No. 320
Non-Licensed Essential Unit

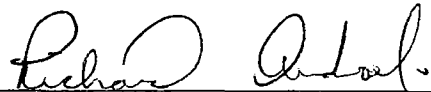
BY



Business Agent

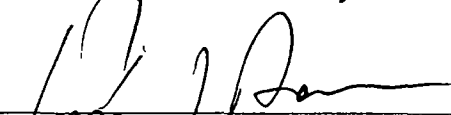
COUNTY OF WASECA
WASECA, MINNESOTA

BY



Chairman Waseca County Board

BY



County Sheriff

ATTEST:



County Auditor

LETTER OF AGREEMENT RE: INSURANCE COMMITTEE

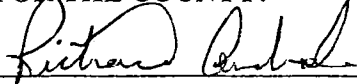

The County and the Union agree that a committee shall be established for the purpose of making decisions related to the Health Insurance Carrier, Health Insurance Plan(s), and Health Insurance Benefit Levels offered by the County to its employees. The County and the Union will make good faith efforts to encourage participation by all County Bargaining Units in the Committee. All decisions made by this committee shall be recommendations submitted for final approval by the County Board. Should the Board not approve a recommendation of the Committee the issue will be returned back to the Committee for further discussion and recommendation. However, nothing in this letter of agreement shall abridge the County's right to change insurance carriers regardless of the Committee's recommendation provided such change complies with the conditions of the contract.

The County and the Union agree that the committee shall consist of two (2) representatives and one (1) alternate selected from each of the bargaining units representing the County, and two (2) representatives and one (1) alternate selected from the non-represented employees of the County. Each bargaining unit and the non-represented employees shall select their own representatives in a manner determined by the individual group. Each individual group may replace a representative or alternate at any time at the choice of that individual group. Initially, one (1) representative of each group shall be selected to serve a two (2) year term on the committee and one (1) representative of each group shall be selected to serve a three (3) year term on the committee. Nothing will prevent a group from selecting a representative to serve additional terms.

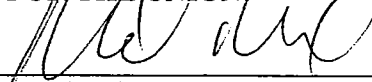
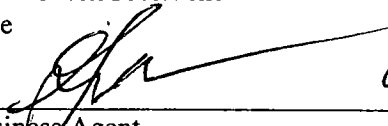
The County and the Union agree that the committee shall operate according to Robert's Rules of Order, Newly Revised. No vote to change the Health Insurance Carrier, Health Insurance Plan(s), and Health Insurance Benefit Levels offered by the County to its employees shall be taken until two (2) weeks after the meeting at which the discussion has taken place and notice of said vote shall be given to all committee members and bargaining unit presidents. The representatives on the committee shall select a chair and associate chair who will be responsible for conducting committee meetings. The County shall provide a non-voting record keeper who shall be responsible for taking notes of all meetings and providing copies of meeting agendas and meeting minutes to all committee members and bargaining unit presidents. Approved meeting minutes shall be considered public information and shall be posted on all union bulletin boards throughout the County.

The County and the Union agree that all meetings of the committee shall be held during normal working hours and no representatives of the committee shall suffer a loss of pay due to their participation on the committee. A quorum of the committee shall be no less than two-thirds of representatives serving on the committee and at least one representative of each group.

FOR THE COUNTY:

 6-12-07
Date
 6/12/07
Date

FOR THE UNION:

 6/7/07
Local Union President
Date
 6/4/07
Business Agent
Date

WISSECA COUNTY SHERIFF'S OFFICE PERSONNEL

NAME	POSITION	START DATE
Timothy Dann	Sheriff	01.04.99
Brad Milbrath	Chief Deputy	01.11.99
Trevor Kanewischer	Deputy (Investigations)	09.30.96
Andrew Buckmeier	Deputy (Civil Process)	08.17.03
Timothy Collins	Deputy	07.01.90
Jay Dulas	Deputy	06.28.99
Chad Davis	Deputy	02.22.00
David Melchert	Deputy	01.01.01
Doug Gerdt	Deputy	01.01.02
Hunter Jenzen	Deputy	11.20.03
Anthony Martens	Deputy	01.01.05
	Deputy	
Timothy Kinniry	Jail Administrator	12.09.88
Mike Matthews	Correctional Officer	07.02.84
Ryan Kinniry	Correctional Officer	06.03.90
John Oelke	Correctional Officer	01.01.92
Daniel Mocol	Correctional Officer	11.26.01
Josh Langr	Correctional Officer	08.15.04
Terry Hartmann	Correctional Officer	11.26.05
Lynette Krogstad	Dispatcher	03.17.80
Robert Kubat	Dispatcher	11.01.98
Kari Kopischke	Dispatcher	06.23.99
Brett Miller	Dispatcher	05.12.02
Crystal Craig	Dispatcher	12.19.05
Stephanie Ewert	Dispatcher	08.16.06
Colleen Howard	Administration	08.18.83
Kari Gehring	Administration	01.19.99

ADDENDUM

The parties to the foregoing agreement hereby agree that said agreement shall be amended in the following manner, all other provisions remaining in full force and effect:

The following language shall be added to Article XIV as follows, effective January 1, 2008:

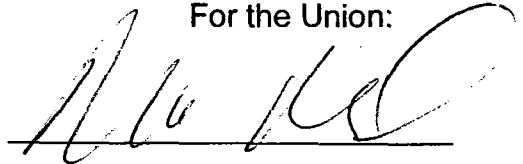
In 2008, the Employer agrees to make voluntary employees beneficiary association (VEBA) accounts available to employees and to provide the same amounts of individual and dependent contributions as are provided to employees carrying group insurance benefits described in this Article. Participation in VEBA accounts shall be at the employee's option.

For Waseca County:

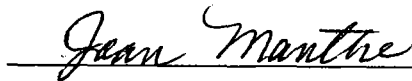


Richard Androli, Chairman
Waseca County Board of Commissioners

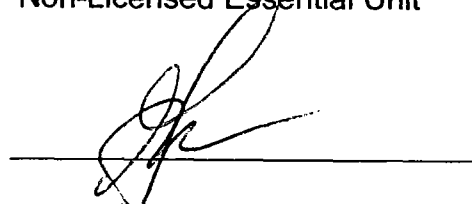
For the Union:



Dan Mocol
President
Employees Union Local No. 320
Non-Licensed Essential Unit



ATTEST: Joan Manthe
County Auditor



Greg Burnes
Business Agent

RECEIVED
HLRB FEB 23 2019

201 JAN 14 PM 12:04

MRREACTCELLS.M.M.

7/8/10

Called the author of this letter, county administrator Todd Bodem, to see what it was about. He has just been on the job for three months. He said that someone from Local 320 asked him to sign it (the U prepared it). He asked if it would cost the county more and was told it would not, so he signed. He really did not know much more than that.

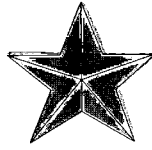
I told him I anticipated that Local 320 was going to file a WH petition with us (he does not know the process at all) and that this is why they wanted him to sign the letter. I said I would put it in our "hold" file in case such a petition were filed. I said if he gets an "Order to Show Cause" from us indicating that such a petition has been filed he should call us and tell us that he has already sent this letter in and that it is in our "hold" file. I said I could not assure him that we might not need another letter like this from him, but that this is what I would do for now.

Dmb
D.M.B.

His phone # is 507-835-0630

W.C.S.O.

Waseca County



Sheriff
Timothy J. Dann

P.O. 226 122 3rd Ave N.W.
Waseca, MN 56093

PHONE: (507) 835-0500

FAX: (507) 835-0678

July 6, 2010

Mr. Marlin O. Osthus, Regional Director
National Labor Relations Board
330 2nd Avenue S, Suite 790
Minneapolis, MN 55401-2221

RE: NLRB CERTIFICATION FOR WASECA JAIL/DISPATCH UNIT

Dear Mr. Osthus:

The Waseca County Jail/Dispatch of Waseca, Minnesota is in full agreement with Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320's effort to obtain a certification for our Jail/Dispatchers under section 7(B) (2) of the Fair Labor Standards Act.

In reviewing the Collective Bargaining Agreement between the Teamsters and Waseca County, we feel that we are in compliance with all requirements needed to receive this certification.

Sincerely,

WASECA COUNTY

A handwritten signature in black ink, reading "Todd Bodem", written over a horizontal line.

TODD BODEM
County Administrator

RECEIVED
NLRB REGION 16

2010 JUL -8 AM 10:11

MINNEAPOLIS, MINN.